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NOTE: CHANGES MADE BY THE COURT

7 *Attorney for Defendants*
8 *Wei Bing Marc and GP Lights USA, Inc.*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 PREMIERTEK, a California corporation,

13 Plaintiff,

14 vs.

15
16 WEI BING MARC, an individual;
17 PREMIER TEK, INC., a Georgia
18 corporation; GP LIGHTS USA, INC., a
19 Georgia corporation,

20 Defendants.

Case No.: 2:22-cv-08590-MEMF-SK

**STIPULATED PROTECTIVE
ORDER**

DISCOVERY MATTER

21
22 **STIPULATED PROTECTIVE ORDER UNDER**
23 **FEDERAL RULE OF CIVIL PROCEDURE 26(c)**

24
25 Pursuant to Federal Rule of Civil Procedure 26(c), the parties to this Action
26 (“Parties”), through undersigned counsel, jointly submit this Stipulated Protective Order
27 (“Order”) to govern the handling of information and materials produced in the course
28 of discovery or filed with the Court in this Action.

1 A. PURPOSES OF LIMITATIONS

2 Discovery in this Action is likely to involve production of confidential,
3 proprietary, or privileged information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, to facilitate the exchange of documents and information, which is likely to
6 involve the production of confidential, proprietary, or private information, the following
7 provisions of this Order shall govern disclosure and use by the Parties of all documents,
8 testimony, exhibits, interrogatory answers, responses to requests for admission, and any
9 other materials and information disclosed or provided in this Action.

10
11 B. GOOD CAUSE STATEMENT

12 This Action is likely to involve trade secrets, customer and pricing lists, and other
13 valuable research, development, commercial, financial, technical and/or proprietary
14 information for which special protection from public disclosure and from use for any
15 purpose other than prosecution of this Action is warranted. Such confidential and
16 proprietary materials and information consist of, among other things, confidential
17 business or financial information, information regarding confidential business practices,
18 or other confidential research, development, or commercial information (including
19 information implicating privacy rights of third parties), information otherwise generally
20 unavailable to the public, or which may be privileged or otherwise protected from
21 disclosure under state or federal statutes, court rules, case decisions, or common law.
22 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
23 disputes over confidentiality of discovery materials, to adequately protect information
24 the Parties are entitled to keep confidential, to ensure that the Parties are permitted
25 reasonable necessary uses of such material in preparation for and in the conduct of trial,
26 to address their handling at the end of the litigation, and serve the ends of justice, a
27 protective order for such information is justified in this Action. It is the intent of the
28 Parties that information will not be designated as confidential for tactical reasons and that

1 nothing be so designated without a good faith belief that it has been maintained in a
2 confidential, non-public manner, and there is good cause why it should not be part of the
3 public record of this case.

4
5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The Parties further acknowledge, as set forth in Section 10.2. below, that this Order
7 does not entitle them to file confidential information under seal. Local Civil Rule 79-5
8 sets forth the procedures that must be followed and the standards that will be applied
9 when a party seeks permission from the court to file material under seal. There is a
10 strong presumption that the public has a right of access to judicial proceedings and
11 records in civil cases. In connection with non-dispositive motions, good cause must be
12 shown to support a filing under seal. *See Kamakana v. City and County of Honolulu*, 447
13 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11
14 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
15 1999) (even stipulated protective orders require good cause showing), and a specific
16 showing of good cause or compelling reasons with proper evidentiary support and legal
17 justification, must be made with respect to Protected Material that a party seeks to file
18 under seal.

19 Further, if a party to this Action requests sealing related to a dispositive motion or
20 trial, then compelling reasons, not only good cause, for the sealing must be shown, and
21 the relief sought shall be narrowly tailored to serve the specific interest to be protected.
22 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). The Parties'
23 mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
24 without the submission of competent evidence by declaration, establishing that the
25 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
26 protectable—constitute good cause. For each item or type of information, document, or
27 thing sought to be filed or introduced under seal in connection with a dispositive motion
28 or trial, the party seeking protection must articulate compelling reasons, supported by

1 specific facts and legal justification, for the requested sealing order. Again, competent
2 evidence supporting the application to file documents under seal must be provided by
3 declaration.

4 The Parties acknowledge that this Order does not confer blanket protections on all
5 disclosures or responses to discovery and that the protection it affords from public
6 disclosure and use extends only to the limited information or items that are entitled to
7 confidential treatment under the applicable legal principles and the provisions of this
8 Order. Any document that is not confidential, privileged, or otherwise protectable in its
9 entirety will not be filed under seal if the confidential portions can be redacted. If
10 documents can be redacted, then a redacted version for public viewing, omitting only the
11 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
12 Any application that seeks to file documents under seal in their entirety should include
13 an explanation of why redaction is not feasible.

14 15 1. DEFINITIONS

16 The following capitalized words, as used in this Order, shall be given the meaning
17 attributed to them as follows:

18 1.1. Action: this pending federal lawsuit, Case No. 2:22-cv-08590-MEMF-SK.

19 1.2. Challenging Party: A Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 1.3. “CONFIDENTIAL” Information or Items: information (regardless of how
22 it is generated, stored, or maintained) or tangible things that qualify for protection under
23 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
24 Statement.

25 1.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
26 or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure
27 of which to another Party or Non-Party would create a substantial risk of serious harm
28 that could not be avoided by less restrictive means.

1 1.5. Counsel: Outside Counsel of Record and House Counsel (as well as their
2 support staff).

3 1.6. Designating Party: A Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
5 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

6 1.7. Disclosure or Discovery Material: all items or information, regardless of the
7 medium or manner in which it is generated, stored, or maintained (including, among other
8 things, testimony, transcripts, and tangible things), that are produced or generated in
9 disclosures or responses to discovery in this Action.

10 1.8. Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
12 expert witness or as a consultant in this Action.

13 1.9. House Counsel: attorneys who are employees of a Party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside counsel.

15 1.10. Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 1.11. Outside Counsel of Record: attorneys who are not employees of a Party to
18 this Action but are retained to represent or advise a Party to this Action and have appeared
19 in this Action on behalf of that Party or are affiliated with a law firm which has appeared
20 on behalf of that Party and includes support staff.

21 1.12. Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staff).

24 1.13. Producing Party: A Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 1.14. Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28

1 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
2 their employees and subcontractors.

3 1.15. Designated Material: any Disclosure or Discovery Material that is labeled,
4 marked, denoted, or otherwise designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 1.16. Receiving Party: A Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 9 2. SCOPE

10 Any use of Designated Material at trial shall be governed by the orders of the trial
11 judge. This Order does not govern the use of Designated Material at trial. The protections
12 conferred by this Order cover not only Designated Material (as defined above), but also
13 (1) any information copied or extracted from Designated Material; (2) all copies,
14 excerpts, summaries, or compilations of Designated Material; and (3) any testimony,
15 conversations, or presentations by Parties or their Counsel that might reveal Designated
16 Material.

17 18 3. DURATION

19 FINAL DISPOSITION of the action is defined as the conclusion of any appellate
20 proceedings, or, if no appeal is taken, when the time for filing of an appeal has run.
21 Except as set forth below, the terms of this Order apply through the FINAL
22 DISPOSITION of this Action. The Parties may stipulate that they will be contractually
23 bound by the terms of this Order beyond FINAL DISPOSITION but will have to file a
24 separate action for enforcement of this Order once all proceedings in this Action are
25 complete. Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this Order used or introduced as an exhibit
27 at trial becomes public and will be presumptively available to all members of the public,
28 including the press, unless compelling reasons supported by specific factual findings to

1 proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447
2 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced
3 in discovery from “compelling reasons” standard when merits-related documents are part
4 of court record). Accordingly, for such materials, the terms of this Order do not extend
5 beyond the commencement of the trial.

6 7 4. DESIGNATION

8 4.1. Exercise of Restraint and Care in Designating Material for Protection. Each
9 Party or Non-Party that designates information or items for protection under this Order
10 must take care to limit any such designation to specific material that qualifies under the
11 appropriate standards.

12 4.2. Precise Designation of Eligible Protected Content. The Designating Party
13 must designate for protection only those parts of material, documents, items, or oral or
14 written communications that qualify so that other portions of the material, documents,
15 items, or communications for which protection is not warranted are not swept
16 unjustifiably within the ambit of this Order.

17 4.3. Restrictions on Mass or Improper Designations. Mass, indiscriminate, or
18 routinized designations are prohibited. Designations that are shown to be clearly
19 unjustified or that have been made for an improper purpose (e.g., to unnecessarily
20 encumber the case development process or to impose unnecessary expenses and burdens
21 on other parties) may expose the Designating Party to sanctions.

22 4.4. Withdrawal of Incorrectly Designated Protected Information. If it comes to
23 a Designating Party’s attention that information or items that it designated for protection
24 do not qualify for protection, that Designating Party must promptly notify all other Parties
25 that it is withdrawing the inapplicable designation.

26 4.5. Manner and Timing of Designations. Except as otherwise provided in this
27 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
28

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or produced.

3 4.6. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
4 to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material. Upon
6 timely correction of a designation, the Receiving Party must make reasonable efforts to
7 assure that the material is treated in accordance with the provisions of this Order.

8 4.7. Proper Designation. The Parties must properly designate the material or
9 information they intend to protect.

10 4.7.1. For information in documentary form (e.g., paper, or electronic documents,
11 but excluding transcripts of depositions or other pretrial or trial proceedings), the
12 Producing Party must affix, at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL"
14 legend or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY legend"), to
15 each page that contains protected material. If only a portion or portions of the material
16 on a page qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
18 Non-Party that makes original documents available for inspection need not designate
19 them for protection until after the inspecting Party has indicated which documents it
20 would like copied and produced. During the inspection and before the designation, all of
21 the material made available for inspection shall be deemed "CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents,
23 it wants copied and produced, the Producing Party must determine which documents, or
24 portions thereof, qualify for protection under this Order. Then, before producing the
25 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" or
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY legend" to each page that
27 contains Designated Material. If only a portion or portions of the material on a page
28

1 qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins).

3 4.7.2. For deposition transcripts and portions thereof taken in this action may be
4 designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY” during the deposition or after, in which case the portion of the transcript
6 intended to be protected under this Order shall be marked or otherwise identified in the
7 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL
8 – ATTORNEYS’ EYES ONLY.” The designated testimony shall be bound in a separate
9 volume and marked by the reporter accordingly. Where testimony is designated
10 during the deposition, the Designating Party shall have the right to exclude, at those
11 portions of the deposition, all persons not authorized by the terms of this Order to receive
12 such Designated Material Within thirty (30) days after a deposition transcript is certified
13 by the court reporter, any party may designate pages of the transcript and/or its exhibits
14 as Designated Material. During such thirty (30) day period, the transcript in its entirety
15 shall be treated as “CONFIDENTIAL” (except for those portions identified earlier as
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” which shall be treated
17 accordingly from the date of designation). If any party so designates such material, the
18 parties shall provide written notice of such designation to all parties within the thirty (30)
19 day period. Designated Material within the deposition transcript or the exhibits thereto
20 may be identified in writing by page and line, or by underlining and marking such
21 portions “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” and providing such marked-up portions to all counsel.

23 4.7.3. For information produced in alternative forms other than documentary and
24 for any other tangible items, the Producing Party must affix in a prominent place on the
25 exterior of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”
27 If only a portion or portions of the information warrants protection, the Producing Party,
28 to the extent practicable, shall identify the protected portion(s).

1 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 5.1. Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time that is consistent with the Court's scheduling order.

4 5.2. Meet and Confer. The Parties acknowledge that the Challenging Party shall
5 initiate the dispute resolution process under Local Rule 37.1 et seq.

6 5.3. Burden of Proof. The burden of persuasion in any such challenge
7 proceeding shall be on the Challenging Party. Frivolous challenges, and those made for
8 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
9 other parties) may expose the Challenging Party to sanctions. Unless the Designating
10 Party has waived or withdrawn the confidentiality designation, all Parties shall continue
11 to afford the material in question the level of protection to which it is entitled under the
12 Producing Party's designation until the Court rules on the challenge.

13
14 6. ACCESS TO AND USE OF DESIGNATED MATERIAL

15 6.1. Basic Principles. A Receiving Party may use Designated Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this Action
17 only for prosecuting, defending, or attempting to settle this Action. Such Designated
18 Material may be disclosed only to the categories of persons and under the conditions
19 described in this Order. When this Action has been terminated, the Receiving Party must
20 comply with the provisions of section 13 below (FINAL DISPOSITION).

21 6.2. Protocols for Secure Storage. Designated Material must be stored and
22 maintained by a Receiving Party at a location and in a secure manner that ensures that
23 access is limited to the persons authorized under this Order.

24 6.3. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
25 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
26 may disclose "CONFIDENTIAL" Information or Items only to:

1 6.3.1. the Receiving Party's Outside Counsel of Record in this Action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this Action;

4 6.3.2. the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 6.3.3. Expert(s) (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 6.3.4. the court and its personnel;

10 6.3.5. court reporters and their staff;

11 6.3.6. professional jury or trial consultants, mock jurors, and Professional Vendors
12 to whom disclosure is reasonably necessary for this Action and who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 6.3.7. the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 6.3.8. during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
18 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not
19 be permitted to keep any confidential information unless they sign the "Acknowledgment
20 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
21 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Designated Material may be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted under this Stipulated
24 Protective Order; and

25 6.3.9. any mediator or settlement officer, and their supporting personnel, mutually
26 agreed upon by any of the parties engaged in settlement discussions.

27 6.4. Disclosure of "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
28 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information or item
2 designated “CONFIDENTIAL” only to:

3 6.4.1. the Receiving Party’s Outside Counsel of Record in this Action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this Action;

6 6.4.2. Experts (as defined in this Order) of the Receiving Party to whom disclosure
7 is reasonably necessary for this Action and who have signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A);

9 6.4.3. the court and its personnel;

10 6.4.4. private court reporters and their staff to whom disclosure is reasonably
11 necessary for this Action and who have signed the “Acknowledgment and Agreement to
12 Be Bound” (Exhibit A);

13 6.4.5. professional jury or trial consultants, mock jurors, and Professional Vendors
14 to whom disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 6.4.6. the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information; and

18 6.4.7. any mediator or settlement officer, and their supporting personnel, mutually
19 agreed upon by any of the parties engaged in settlement discussions.

20 6.5. Examination Rights with Designated Material. Nothing herein in any way
21 restricts the ability of the Receiving Party to use “CONFIDENTIAL,” “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced to it in examining
23 or cross-examining any employee or consultant of the Designating Party.

24 6.6. Attorney's Use of Designated Material. Nothing herein shall bar any
25 attorney in the course of rendering advice to such attorney’s client with respect to this
26 litigation from conveying to any party client the attorney’s evaluation in a general way
27 of HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY information produced or
28 exchanged under the terms of this Order; provided, however, that in rendering such

1 advice and otherwise communicating with the client, the attorney shall not disclose the
2 specific contents of any HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY
3 produced by another party if such disclosure would be contrary to the terms of this
4 Confidentiality Agreement. The Parties further agree that Plaintiff is free to name
5 revealed alleged infringers as defendants in lawsuit, notwithstanding any Party's
6 designation of documents showing such information as HIGHLY CONFIDENTIAL
7 ATTORNEYS' EYES ONLY.

8
9 7. DESIGNATED MATERIAL SUBPOENAED OR ORDERED
10 PRODUCED IN OTHER LITIGATION(S)

11 7.1. If the Designating Party timely seeks a protective order, the Party served
12 with the subpoena or court order shall not produce any information designated in this
13 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
14 ONLY" before a determination by the court from which the subpoena or order issued,
15 unless the Party has obtained the Designating Party's permission.

16 7.2. The Designating Party shall bear the burden and expense of seeking
17 protection in that court of its confidential material and nothing in these provisions should
18 be construed as authorizing or encouraging a Receiving Party in this Action to disobey a
19 lawful directive from another court.

20 7.3. If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this Action as
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY,"
23 that Party must:

24 7.4. promptly notify in writing the Designating Party providing a copy of the
25 subpoena or court order;

26 7.5. promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena or
28 order is subject to this Protective Order along with a copy of this Protective Order; and

1 7.6. cooperate with respect to all reasonable procedures sought or pursued by the
2 Designating Party whose Designated Material may be affected.

3
4 8. NON-PARTY(S)

5 8.1. The terms of this Order are applicable to information produced by a Non-
6 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
8 Non-Parties in connection with this Action is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as prohibiting a
10 Non-Party from seeking additional protections.

11 8.2. If the Non-Party fails to seek a protective order from this Court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party’s confidential information responsive to the discovery request. If
14 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
15 information in its possession or control that is subject to the confidentiality agreement
16 with the Non-Party before a determination by the court. Absent a court order to the
17 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
18 court of its Designated Material.

19 8.3. If a Party is required, by a valid discovery request, to produce a Non-Party’s
20 confidential information in its possession, and the Party is subject to an agreement with
21 the Non-Party not to produce the Non-Party’s confidential information, then the Party
22 shall:

23 8.4. promptly notify in writing the Requesting Party and the Non-Party that some
24 or all of the information requested is subject to a confidentiality agreement with a Non-
25 Party;

26 8.5. promptly provide the Non-Party with a copy of this Order in this Action, the
27 relevant discovery request(s), and a reasonably specific description of the information
28 requested; and

1 8.6. make the information requested available for inspection by the Non-Party,
2 if requested.

3
4 9. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Designated Material to any person or in any circumstance not authorized under this
7 Order, the Receiving Party must immediately (a) notify in writing the Designating Party
8 of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies
9 of the Designated Material, (c) inform the person or persons to whom unauthorized
10 disclosures were made of all the terms of this Order, and (d) request such person or
11 persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached
12 hereto as Exhibit A.

13
14 10. PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

15 10.1. Federal Rule of Civil Procedure 26(b)(5)(B). When processing certain
16 material subject to a claim of privilege or other forms of protections, the obligations of
17 the Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This Order
18 is not intended to modify whatever procedure may be established in an e-discovery order
19 that provides for production without prior privilege review.

20 10.2. Filing Protected Material. A Party that seeks to file under seal any protected
21 material must comply with Local Civil Rule 79-5. Protected material may only be filed
22 under seal pursuant to a court order authorizing the sealing of the specific protected
23 material at issue. If a Party’s request to file protected material under seal is denied by
24 the court, then the other Party may file the information in the public record unless
25 otherwise instructed by the Court.

26 10.3. Federal Rule of Evidence. Pursuant to Federal Rule of Evidence 502(d) and
27 (e), as far as the parties reach an agreement on the effect of disclosure of a communication
28 or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted to
2 the court.

3
4 11. MISCELLANEOUS

5 11.1. Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification in the future.

7 11.2. Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Protective Order. Similarly, neither Party waives any right to object on any ground to use
11 in evidence of any of the material covered by this Protective Order.

12
13 12. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 3, within 60 days
15 of a written request by the Designating Party, each Receiving Party must return all
16 Designated Material to the Producing Party or destroy such material. As used in this
17 subdivision, “all Designated Material” includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Designated
19 Material. Whether the Designated Material is returned or destroyed, the Receiving Party
20 must submit a written certification to the Producing Party (and, if not the same person or
21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
22 where appropriate) all the Designated Material that was returned or destroyed and (2)
23 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
24 summaries or any other format reproducing or capturing any of the Designated Material.
25 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
26 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
27 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
28 consultant and expert work product, even if such materials contain Designated Material.

Any such archival copies that contain or constitute Designated Material remain subject to this Protective Order as set forth in Section 3 (DURATION).

13. VIOLATION

Any violation of this Order may be punished by all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

The undersigned attests that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content, and have authorized the filing.

Dated: September 8, 2023

/GW/

By: Gary F. Wang (SBN 195656)
Law Offices of Gary F. Wang

Attorneys for Plaintiff/ Counter Defendant

Dated: September 8, 2023

/NC/

By: Nathan B. Camuti (SBN: 300568)
CAMUTI LAW GROUP APC

Attorney for Defendants/Counterclaim Plaintiffs

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulated Protective Order.

SO, ORDERED.



Steve Kim, U.S. Magistrate Judge

Dated: September 13, 2023

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on [date] in the
 case of *Premiertek v. Wei Bing Marc et al. 2:22-cv-08590-MEMF-SK*. I agree to
 comply with and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to comply could expose me to sanctions and
 punishment in contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____